

**IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF WEST VIRGINIA  
Martinsburg Division**

**THE ESTATE OF WAYNE JONES,**

**Plaintiff,**

**vs.**

**Civil Action No.: 3:13-CV-68**

**THE CITY OF MARTINSBURG, WEST  
VIRGINIA, et al.**

**Defendants.**

**ATTORNEY LAMBERT'S STATEMENT OF ATTORNEY FEES AND COSTS**

COMES NOW the undersigned counsel for Sherman Lambert, Eric S. Black, Esquire, on this 30<sup>th</sup> day of October, 2020, in compliance with the Court's Paperless Order entered on October 20, 2020, to file an itemized Statement of Attorney Fees and Costs. Attorney Lambert states that he has incurred the following attorney fees and costs in defending against the Plaintiff's Motion to Strike Charging Lien of Attorney Lambert filed on September 1, 2020:

1. Subsequent to being served with the Plaintiff's Motion to Strike Charging Lien of Attorney Lambert, Attorney Lambert retained the legal services of the law offices of Eric S. Black, Esquire. Attorney Lambert executed an attorney/client agreement with Eric S. Black, Esquire on October 6, 2020. Said written Agreement provided that Attorney Lambert agreed to pay Attorney Black a non-refundable, flat fee of \$20,000.00 for representation in the United States District Court. Thus, Attorney Lambert has incurred attorney fees in the amount of \$20,000.00 in defending the Plaintiff's Motion to Strike Charging Lien. (A copy of the Legal Services Contract executed by Attorney Lambert and Eric S. Black, Esquire is appended hereto as Exhibit #1).

2. As part of defending the Plaintiff's Motion to Strike Charging Lien, Attorney Lambert procured the services of Justice Incorporated to serve three (3) federal subpoenas for witness testimony at the evidentiary hearing on October 19, 2020. The total cost paid to Justice Incorporated by Attorney Lambert for service of process is \$280.00. (A copy of Invoice No. 2020-182 from Justice Incorporated is appended hereto as Exhibit #2).

3. Due to unspecified security issues related to the evidentiary hearing conducted on October 19, 2020, Attorney Lambert engaged and retained the private, personal protection services of Bill Welinsky. Mr. Welinsky provided security oversight to Attorney Lambert from his home to Court and following Court proceedings. Attorney Lambert paid Mr. Welinsky the sum of \$200.00 for his security services. (A copy of a Statement receipt from Attorney Lambert to Mr. Welinsky is appended hereto as Exhibit #3).

WHEREFORE, based upon the foregoing, Attorney Lambert respectfully moves this Court to award him judgment for his attorney fees of \$20,000.00 and costs of \$480.00 in defending against the Plaintiff's Motion to Strike Charging Lien of Attorney Lambert. Attorney Lambert further moves the Court for entry of an Order directing said amounts be paid from the settlement proceeds of this civil wrongful death action.

Respectfully submitted,  
Sherman Lambert,  
By counsel,

/s/ Eric S. Black, Esq.  
Eric S. Black, Esquire WV Bar #7567  
380 S. Washington St.  
Berkeley Springs, West Virginia 25411  
Telephone: (304) 258-2931  
Facsimile: (304) 258-2932

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**THE ESTATE OF WAYNE JONES,**

**Plaintiff,**

**vs.**

**Civil Action No.: 3:13-CV-68**

**THE CITY OF MARTINSBURG, WEST  
VIRGINIA, et al.**

**Defendants.**

**CERTIFICATE OF SERVICE**

I, Eric S. Black, Esquire, counsel for Sherman Lambert, do hereby certify that I have served a true and accurate copy of the foregoing **ATTORNEY LAMBERT'S STATEMENT OF ATTORNEY FEES AND COSTS** by filing the same electronically using the CM/ECF system and by U.S. Mail, first class, postage prepaid, this 30<sup>th</sup> day of October, 2020:

Honorable Judge Gina M. Groh  
Chief U.S. District Judge  
217 W. King Street  
Martinsburg, WV 25401

Paul Taylor, Esquire  
134 W. Burke Street  
Martinsburg, WV 25401

Christopher Brown, Esquire  
526 King Street, Suite 213  
Alexandria, VA 22314

/s/ Eric S. Black, Esq.  
Eric S. Black, Esquire

# EXHIBIT #1

**AMENDED (SLL)**  
**LEGAL SERVICES CONTRACT**

**THIS DOCUMENT IS A BINDING CONTRACT FOR LEGAL SERVICES.  
 READ IT CAREFULLY BEFORE SIGNING!**


This agreement made and entered into on the 5<sup>th</sup> day of October, 2020, is an agreement under which the undersigned person(s), whether one or more hereinafter referred to as "Client" have agreed to engage and compensate and by these presents have engaged the services of Eric S. Black, Esquire, a solo practitioner engaged in the practice of law. By the execution of this agreement, Eric S. Black agrees to accept the representation of Client in connection with "the Matter," identified below and upon the terms set forth herein.

1. **Matter.** The Matter upon which Eric S. Black, Esquire has been engaged to represent Client is identified at the end of this agreement. The Matter, as identified below, does not include any appeal from the court or tribunal, if any, identified. Nor does the Matter identified above include any ancillary or related matters that are not specifically identified. Eric S. Black, Esquire, does not, by virtue of this contract, agree to represent Client in any matter, proceeding or thing, other than that, which is specifically set forth in this paragraph.
2. **Fee.** The attorney fee for representing Client shall be a flat fee of \$20,000.00. Client and Firm agree that Client will not be billed on an hourly basis and the \$20,000.00 attorney fee designated herein shall be the entire fee for representation in the Matter described herein subject to the provisions contained in Paragraph 1.
3. **Termination.** Both the attorney and the Client shall have the right to terminate this agreement at will. Either party may terminate the attorney/client relationship created by this agreement for any cause or for no cause. Any termination of this agreement shall be in writing and signed by the party choosing to terminate.
4. **Lien of Firm.** The parties hereto agree that Eric S. Black, Esquire has and will continue to have, even upon termination of this agreement, a **LIEN for the payment of all costs and legal fees for which Client is obligated hereunder upon the money** of Client which is in the possession of the Eric S. Black, Esquire and upon any settlement, verdict, judgment or award, however characterized, whether or not yet choate, collected, paid or received, and regardless of the person(s) or entities in whose hands or custody said money may be.
5. **Required Initial Retainer.** If a number is filled in where indicated at the end of this agreement for a "required retainer," then this agreement shall not become effective or binding unless and until the retainer shall have been fully and completely paid.
6. **Employment of other Attorneys.** The Law Office of Eric S. Black, Esquire is hereby specifically authorized to employ, or associate such other lawyers or law firms as Eric S. Black, Esquire may deem advisable, but unless it is otherwise agreed upon, the fee provided for in this agreement shall be the total fee to be paid by the Client.
7. **Fee upon Structured Settlement.** In the event of a "structured settlement," defined for purposes of this clause as any settlement that is to be paid to the Client over time, the fee to Eric S. Black, Esquire provided for herein shall be computed and paid at the time of settlement, on the basis of "the present value of that 'structured settlement' at the time of the settlement." The "present value" of the settlement shall be determined in accordance with such methods of determining "present value" as are generally recognized, accepted and employed by expert economists or actuaries. The expense of making a determination or calculation of the "present value" of a "structured settlement" shall be considered a cost or expense of the Matter, for which Client shall be responsible.
8. **Court Approval of Fees.** If a claim is made on behalf of any infant or incompetent person, and if court rules or substantive law requires, then Eric S. Black's fee will be such as may be approved by the court before whom the Matter is pending or to be brought.
9. **Joint and Several Liability for Fees and Costs.** If more than one person is signing this agreement below as "the Client," then each person so signing shall be jointly and severally liable for all of the fees, costs, and expenses set forth in the this agreement. The term "joint and several liability" means that each person who signs this agreement as "Client" is liable and responsible himself or herself to pay for all of the fees, costs, and expenses incurred in connection with the Matter. This agreement shall be binding upon each person who signs this agreement as "Client," upon his or her signature, and the effectiveness of this agreement as between those who have signed this agreement is not contingent upon the signature of others who may be identified as "Clients." The failure of other persons identified contemplated as "Clients" to sign this agreement shall not relieve from liability any person who shall have signed it. This agreement may be signed in separate counterparts, and in that case, the agreement shall be as binding upon the signatories as if all signatures were affixed to the same sheet of paper.
10. **Outcome of the Case.** Client acknowledges that neither Eric S. Black, Esquire, nor any member or employee of The Law Office of Eric S. Black, Esquire has made any guarantee, promise or warranty about the outcome of the case or the Matter, which is the subject of this agreement. Eric S. Black will give Client his advice and counsel

regarding the matter, but Client understands that advice and opinions rendered by Eric S. Black may never be considered a warranty, guarantee or promise regarding outcome.


11. **Modification.** This agreement may not be modified, amended or changed, unless the change is in writing and signed by all parties.
12. **Required Initial Retainer Amount.** Client and Firm agree that Firm's total, non-refundable attorney fee shall be the sum of \$20,000.00. Client and Firm agree that said sum is a flat fee and client shall not be billed at an hourly rate for representation. A partial retainer payment in the amount of \$10,000.00 was received from Client on October 2, 2020. Client agrees that the second, non-refundable attorney fee payment in the amount of \$10,000.00 shall be paid not later than three (3) days after Client's receipt of any settlement funds resulting from the instant litigation. Client understands and agrees that the Minimum Retainer Fee is a required minimum fee and is non-refundable even in the event this Agreement is later terminated by either party.
13. **The Matter which is the subject of this agreement is as follows:**  
Client shall be represented for civil litigation in the United States District Court for the Northern District of West Virginia in Berkeley County, West Virginia related to Client's legal fee dispute in pending litigation.

Client:

  
Sherman Lambert

10/6/2020  
date

by:

  
Eric S. Black

10/6/20  
date

# EXHIBIT #2



## Justice Incorporated

Mark Anderson  
1419 Ramseur Lane  
Winchester, VA 22601  
United States

Tax ID: 54-1597126

Phone: 540-722-0709  
www.processserverva.net  
PLEASE INCLUDE OUR INVOICE # ON YOUR  
REMITTANCE CHECK

# INVOICE

Invoice #: 2020-182  
Invoice Date: Oct 14, 2020  
Reference: Woodstock,  
Stephens City  
and Winchester  
Service  
Assignments  
Due date: Nov 13, 2020

Amount due:  
**\$280.00**



Scan. Pay. Go

### Bill To:

Law Offices of Sherman L Lambert Sr.  
Eric S Black  
Post Office Box 3200  
Shepherdstown, WV 25443  
United States

sherman@shermanlambertlaw.com  
+1 304-263-3548  
Yolanda is contact

Date	Description	Quantity	Price	Amount
Oct 13, 2020	Service of legal document Subpoena To Appear And Testify At A Hearing Or Trial In A Civil Action / Serve Bradley G Pollack, Esq. - 753 S Main Street, Woodstock, VA 22664 "Personal Service"	1	\$85.00	\$85.00
Oct 13, 2020	ATTEMPTED Service of legal document Subpoena To Appear And Testify At A Hearing Or Trial In A Civil Action / Serve Bruce A Jones - 108 Clearwater Court, Stephens City, VA 22655 NON SERVE: BAD ADDRESS	1	\$65.00	\$65.00
Oct 14, 2020	ATTEMPTED Service of legal document Subpoena To Appear And Testify At A Hearing Or Trial In A Civil Action / Serve Robert L Jones -	1	\$65.00	\$65.00



2216 Papermill Road, Apt # L., Winchester, VA  
 22601 DELIBERATELY AVOIDING SERVICE

Oct 14, 2020	Service of legal document Subpoena To Appear And Testify At A Hearing Or Trial In A Civil Action / Bruce A Jones - 636 Butler Avenue, Winchester, VA 22601 " Personal Service"	1	\$65.00	\$65.00
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Subtotal	\$280.00
Discount (0%)	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$280.00 USD</b>

# EXHIBIT #3

